

Pirates Den Resort

Hot Boats and Cars on the Parker Strip

October 6, 2018

~2018 Entry Form ~

***Boat & Car Entrance Fee: \$40.00 (Includes 1 T-shirt)**

T-Shirt Size: L-XXL: _____ (additional shirts available for purchase at the show and shine)

RV Sites still available Rates starting at \$35.00 to \$60.00 a night.

Contact the resort for more information:

928-667-3102 or email lori@piratesden.com

***Every Boat & Car Entrance must fill out a RELEASE FORM**

-NO REFUNDS-

Name: _____

Address: _____

City: _____

E-Mail
Address _____ Phone _____

Please tell us the make, model and year of your Boat or Car

Make: _____ Year: _____ Model: _____

Name of Car Club _____

Payment:

Visa _____ MC _____ AmEx _____ Discover _____ Check enclosed _____

CC# _____ Exp.Date _____ Vin# _____

Billing Zip Code: _____ 3 digit Security Code on back: _____

Please print name as it appears on
card: _____

Signature: _____

Mail or fax completed form to: Pirates Den Resort RV & Marina

7350 A Riverside Drive – Parker AZ 85344

Attn: Lori Steurer (928) 667-3102 #104 fax (928) 667-3190

AGREEMENT AND RELEASE OF LIABILITY FOR BOATS ONLY

1. **Voluntary Participation.** I, _____, acknowledge that I have voluntarily applied to participate in the Pirates Den RV Resort & Marina Hot Boats on the Parker Strip Event to be held on October 6, 2018 at Pirates Den Resort & Marina, 7350 A Riverside Drive, Parker Arizona 85344.
2. **Assumption of Risk.** I AM AWARE THAT THE HOT BOAT EVENT IS A HAZARDOUS ACTIVITY. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT. I FURTHER UNDERSTAND THAT PIRATES DEN RV RESORT AND MARINA IS NOT ENGAGING OR RESPONSIBLE FOR ANY WATER RELATED ACTIVITY, BY PLACING MY INITIALS HERE: _____.
3. **Release.** As consideration for being permitted by Pirates Den Inc. to participate in these activities and use related facilities, I hereby agree that I, my assignees, heirs, distributees, guardians and legal representatives release, remise, and covenant not to sue or file any proceeding against the Pirates Den Resort & Marina Inc. and / or any of their respective agents, officials, officers, contractors and employees (collectively, "Releases"), on account of any injury or damage to any person or property resulting from my participation in the Hot Boat Event, or the negligence or other acts, howsoever caused, by any Release as a result of my participation in the Hot Boat Event, but expressly excluding the intentional act or the sole active negligence of any Release.
4. **Unknown Claims.** a) I acknowledge and agree that the release that I give to Releases on executing this agreement applies to all claims for injuries, damages, or losses to my person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent) that I may have against Releases, and I hereby waive application of California Civil Code Section 1542.
b) I certify that I have read the following provisions of Civil Code section 1542:
"A general release does not extend to claims which the creditor does not know or suspect to exist in his Favor at the time of executing the release, which if known by him must have materially affected his Settlement with the debtor."
And indicated that fact, and my waiver of its provisions, by placing my initials here: _____.
c) I understand and acknowledge that in consequence of this waiver of Civil Code Section 1542, even if I should eventually suffer additional damages arising out of any claim or dispute encompassed by this agreement, paragraphs 1-7, inclusive, I will not be able to make any claim for those damages. Furthermore, I acknowledge that I intend these consequences even as to claims for damages that may exist, and that, if known, would materially affect my decision to execute this release, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.
5. **Certification of Insurance Coverage.** I hereby declare that any vessel that I will be providing, displaying, operating, or otherwise utilizing at the Hot Boat Event is covered by a Personal Watercraft/Boat Insurance Policy, or other insurance policy providing liability coverage, and verify this statement by placing my initials here: _____.
6. **Prohibited Activity.** I acknowledge that the Hot Boat Event is held for the sole purpose of the display and viewing of participating vessels, and that the racing of vessels is strictly prohibited. I hereby agree to refrain from this and any other potentially dangerous operation of use of any vessel during my participation in the Hot Boat Event.
7. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND CONTRACT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME, THE PIRATES DEN INC AND SIGN IT OF MY OWN FREE WILL.

I declare under penalty of perjury that the foregoing is true and correct.

Executed October 6, 2018 7350 A Riverside Drive, Parker Arizona 85344

(Signature of Participant)